

ORDINANCE NO. 12-42

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING HIALEAH, FLA., ORDINANCE 11-37 (JUNE 28, 2011) AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF HIALEAH, AS LANDLORD, AND CITY OF HIALEAH EDUCATION ACADEMY, INC., A FLORIDA NOT-FOR-PROFIT, AS TENANT, FOR USE OF THE SCHOOL FACILITY LOCATED AT SLADE PARK CONSISTING OF 22,870 SQUARE FEET LOCATED AT 2590 WEST 76 STREET, HIALEAH, FLORIDA, FOR A PERIOD OF THREE YEARS, COMMENCING ON JULY 1, 2011 AND ENDING ON JUNE 30, 2014, FOR AN ANNUAL AMOUNT OF \$500.00 FOR EACH STUDENT ENROLLED, PAYABLE IN EQUAL MONTHLY INSTALLMENTS, AND A USAGE FEE OF \$88,580.00 FOR THE FIRST YEAR FOR CITY SERVICES AND PARK FACILITIES BASED ON STUDENT ENROLLMENT NUMBERS, WITH UP TO 3% ANNUAL INCREASE FOR EACH OF THE TWO SUCCESSIVE YEARS, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Hialeah, Fla., Ordinance 08-65 (Aug. 24, 2008), the City of Hialeah entered into a lease agreement with City of Hialeah Education Academy, Inc. for three years, ending on August 31, 2011 to operate a charter school within a city facility located within Slade Park; and

WHEREAS, pursuant to Hialeah, Fla., Ordinance 11-37 (June 28, 2011), the City renewed a lease agreement with City of Hialeah Education Academy, Inc., a Florida not-for-profit corporation, for the school facility located at 2590 West 76 Street, Hialeah, Florida, within the confines of Slade Park, under the management and operation of Academica Dade LLC; and

WHEREAS, after the lease agreement was signed, the City transferred its school charter of the City of Hialeah Construction, Architecture and Design Academy ("CAD") to the LBA Children & Families Foundation, Inc., which intends to operate this charter school at another location;

WHEREAS, the City and City of Hialeah Education Academy, Inc. desire to change the lease agreement in two respects: (1) Remove language regarding CAD students and the payment of the base rental fee and apportioned usage fee for the education of CAD students on the premises; and (2) Change the commencement date of the lease to July 1, 2011 and the ending date to June 30, 2014 to coincide with the state funding cycle.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby amends Hialeah, Fla., Ordinance 11-37 (June 28, 2011) and authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a lease agreement between the City of Hialeah, as landlord, and City of Hialeah Education Academy, Inc., a Florida not-for-profit corporation, as tenant, for use of the school facility at Slade Park consisting of 22,870 square feet, located at 2590 West 76 Street, Hialeah, Florida, for a period of three years, commencing on July 1, 2011 and ending on June 30, 2014, for an annual amount of \$500.00 for each student enrolled, payable in equal monthly installments, and a usage fee of \$88,580.00 for the first year for city services and park facilities, based on student enrollment numbers, with up to 3% annual increase for each of the two successive years, a copy of which is attached hereto and made a part hereof as Exhibit "1".

Section 2: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate

Section 3: Severability Clause.

Section 4: Effective Date.

PASSED AND ADOPTED this 14th day of August, 2012.

Isis Garcia-Martinez
Council President

Approved on this 20 day of August, 2012.

Mayor Carlos Hernandez

William Grodnick
William M. Grodnick, City Attorney

FIRST AMENDMENT TO LEASE DATED JUNE 30, 2011

WHEREAS, pursuant to Hialeah, Fla., Ordinance 11-37 (June 28, 2011), the City of Hialeah, Florida ("City") entered into a Lease dated June 30, 2011 with the City of Hialeah Education Academy, Inc. ("HEA") ; and

WHEREAS, thereafter, the City transferred the Charter of the City of Hialeah Construction, Architecture and Design Academy to the LBA Children & Families Foundation, Inc.; and

WHEREAS, as a result of the transfer, students of the Hialeah Construction, Architecture and Design Academy ("CAD") will not receive instruction at the school facility located at 2590 West 76 Street, Hialeah, Florida and accordingly, HEA will not be obligated to pay a base annual rent for CAD students and 20% of the usage fee; and

WHEREAS, HEA has requested that the lease term be modified to commence on July 1, 2011 and end on June 30, 2012 to coincide with the State of Florida funding cycle so as to make accounting reconciliations and reporting more efficient and effective; and

WHEREAS, the parties hereto agree that the specific amendments will be shown hereinbelow by the inclusion of additional language indicated by underlining and the deletion of existing language indicated by a strikethrough.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained and other valuable consideration, the receipt of which is hereby acknowledged, the Agreement is hereby amended as follows:

LEASE

THIS LEASE is made and entered into this 30th day of June, 2011, by and between City of Hialeah Education Academy, Inc., a Florida not for profit corporation ("Tenant"), 2590 West 76 Street, Miami, Florida 33016, and the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, 501 Palm Avenue, Hialeah, Florida, 33010-4789 ("Landlord").

For and in consideration of the mutual covenants contained herein, Landlord and Tenant agree with each other as follows:

1. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises ("Premises") depicted in Exhibit "A" which is attached hereto and made a part hereof, consisting of approximately 22,870 square feet of floor space within the Hialeah Educational Academy Charter High School facility within Carl Slade Park located at 2590 West 76 Street, Hialeah, Florida 33016. The use and occupation by Tenant of the Premises shall include the nonexclusive use of the parking areas ("Parking areas"), at all times subject to the terms and conditions of this Lease. The Landlord will also identify an area of the Premises for the nonexclusive use of the Tenant's employee parking.

2. **Term:** The term of this Lease shall be for a term of three years, commencing on ~~September~~ July 1, 2011 and ending on ~~August 31~~ June 30, 2014.

3. **Base Monthly Rent:** Tenant shall be pay the Landlord at the address set forth in section 22 hereof, or to such other person or such other place as directed from time to time by notice to Tenant from Landlord, the base annual rent shall be \$500.00 for each student enrolled in City of Hialeah Educational Academy ~~and the City of Hialeah Construction, Architecture and Design Academy~~, payable in equal monthly installments, plus payment of insurance and utilities. The Tenant is responsible for any other taxes, including, but not limited to, sales tax on rental receipts, intangible taxes, excise and use taxes, unless tax-exempt. The Landlord shall insure the building and furniture, but Tenant is responsible to insure the contents. If the Landlord sends a notice to pay rent to the Tenant, at an address other than stated in Article 22, the Landlord must send such notice by certified mail, return receipt requested and obtain a signed receipt as proof of service.

4. **Usage Fee.** Tenant shall pay the Landlord at the address set forth in section 22 hereof, or to such other person or such other place as directed from time to time by notice to Tenant from Landlord, in addition to the base monthly rent, an annual usage fee for the use of city services and park facilities, in equal monthly installments with the balance due as the last payment, as follows: \$ 88,580.00 for the first year, not to exceed \$91,237.40 for the second year (representing a 3% increase from the previous year) and not to exceed \$93,974.52 for the third year (representing a 3% increase from the previous year). ~~The fee shall be prorated in the first year between the two charter schools, the Hialeah Educational Academy ("HEA") and the City of Hialeah Construction, Architecture, and Design Academy "CAD") based on numerical estimates of student enrollment, as follows: HEA responsible for the payment of 80% of the usage fee and CAD responsible for the payment of 20% of the usage fee. The proration for the second and~~

~~third year for this lease will be determined each year by HEA and CAD, with 30 days advance notice in writing to the City prior to the conclusion of each lease year.~~

5. **Use of Premises:** The use of the premises shall be for the operation of a charter school managed by the Tenant according to the provisions of the Charter Management Agreements by and between the City of Hialeah Charter School Oversight Committee and Academica Dade LLC for the HEA and CAD.

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All other provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials or officers thereunto duly authorized, this ____ day of August, 2012.

LANDLORD:
CITY OF HIALEAH, FLORIDA
501 Palm Avenue
P. O. Box 11040
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of the
City of Hialeah, Florida

David Concepcion
City Clerk

Mayor Carlos Hernandez Date

(Seal)

Signed, sealed and delivered in the presence of:

Witness
Printed/Typed Name: _____

Witness
Printed/Typed Name: _____

Approved for form and legal sufficiency:

William M. Grodnick, City Attorney

TENANT:
CITY OF HIALEAH EDUCATION ACADEMY,
INC.
a Florida not for profit corporation
2590 West 76 Street
Hialeah, Florida 33016

Authorized signature on behalf of
City of Hialeah Education Academy, Inc.

By: _____
Mayor Carlos Hernandez Date
As President

(SEAL)

Witness
Printed/Typed Name: _____

Witness
Printed/Typed Name: _____

ORDINANCE NO. 11-37

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF HIALEAH, AS LANDLORD, AND CITY OF HIALEAH EDUCATION ACADEMY, INC., A FLORIDA NOT-FOR-PROFIT, AS TENANT, FOR USE OF THE SCHOOL FACILITY LOCATED AT SLADE PARK CONSISTING OF 22,870 SQUARE FEET LOCATED AT 2590 WEST 76 STREET, HIALEAH, FLORIDA, FOR A PERIOD OF THREE YEARS, COMMENCING ON SEPTEMBER 1, 2011 AND ENDING ON AUGUST 31, 2014, FOR AN ANNUAL AMOUNT OF \$500.00 FOR EACH STUDENT ENROLLED, PAYABLE IN EQUAL MONTHLY INSTALLMENTS, AND A USAGE FEE OF \$88,580.00 FOR THE FIRST YEAR FOR CITY SERVICES AND PARK FACILITIES PRORATED BETWEEN THE TWO CHARTER SCHOOLS, HIALEAH EDUCATIONAL ACADEMY AND THE CITY OF HIALEAH CONSTRUCTION, ARCHITECTURE AND DESIGN ACADEMY, BASED ON STUDENT ENROLLMENT NUMBERS, WITH UP TO 3% ANNUAL INCREASE FOR EACH OF THE TWO SUCCESSIVE YEARS, IN SUBSTANTIAL FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Hialeah, Fla., Ordinance 08-65 (Aug. 24, 2008), the City of Hialeah entered into a lease agreement with City of Hialeah Education Academy, Inc. for three years, ending on August 31, 2011 to operate a charter school within a city facility located within Slade Park; and

WHEREAS, the City desires to renew a lease agreement with City of Hialeah Education Academy, Inc., a Florida not-for-profit corporation, for the school facility located at 2590 West 76 Street, Hialeah, Florida, within the confines of Slade Park, under the management and

operation of Academica Dade LLC, and expand its operation to include the second charter school, the City of Hialeah Construction, Architecture and, and Design Academy.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorize the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a lease agreement between the City of Hialeah, as landlord, and City of Hialeah Education Academy, Inc., a Florida not-for-profit corporation, as tenant, for use of the school facility at Slade Park consisting of 22,870 square feet, located at 2590 West 76 Street, Hialeah, Florida, for a period of three years, commencing on September 1, 2011 and ending on August 31, 2014, for an annual amount of \$500.00 for each student enrolled, payable in equal monthly installments, and a usage fee of \$88,580.00 for the first year for city services and par facilities prorated between the two charter schools, Hialeah Educational Academy and the City of Hialeah Construction, Architecture, and Design Academy, based on student enrollment numbers, with up to 3% annual increase for each of the two successive years, in substantial form as attached hereto and made a part hereof as Exhibit "1".

Section 2: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation or suspension of licenses or permits.

Section 3: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 4: Effective Date.

This ordinance shall become effective when passed by the City Council of the City of Hialeah, Florida and signed by the Mayor of the City of Hialeah, Florida or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

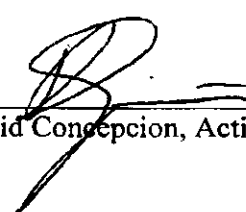
PASSED AND ADOPTED this 28th day of June, 2011.

THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.

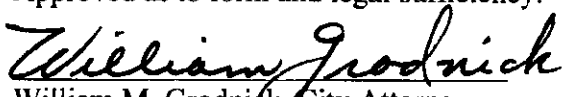

Isis Garcia-Martinez
Council President

Attest:

Approved on this ____ day of _____, 2011.


David Concepcion, Acting City Clerk
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

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Ordinance was adopted by a unanimous vote with Councilmembers,
Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez,
Hernandez and Yedra voting "Yes".

LEASE

THIS LEASE is made and entered into this ____ day of June, 2011, by and between City of Hialeah Education Academy, Inc., a Florida not for profit corporation ("Tenant"), 2590 West 76 Street, Miami, Florida 33016, and the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, 501 Palm Avenue, Hialeah, Florida, 33010-4789 ("Landlord").

For and in consideration of the mutual covenants contained herein, Landlord and Tenant agree with each other as follows:

1. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises ("Premises") depicted in Exhibit "A" which is attached hereto and made a part hereof, consisting of approximately 22,870 square feet of floor space within the Hialeah Educational Academy Charter High School facility within Carl Slade Park located at 2590 West 76 Street, Hialeah, Florida 33016. The use and occupation by Tenant of the Premises shall include the nonexclusive use of the parking areas ("Parking areas"), at all times subject to the terms and conditions of this Lease. The Landlord will also identify an area of the Premises for the nonexclusive use of the Tenant's employee parking.

2. **Term:** The term of this Lease shall be for a term of three years, commencing on September 1, 2011 and ending on August 31, 2014.

3. **Base Monthly Rent:** Tenant shall be pay the Landlord at the address set forth in section 22 hereof, or to such other person or such other place as directed from time to time by notice to Tenant from Landlord, the base annual rent shall be \$500.00 for each student enrolled in City of Hialeah Educational Academy and the City of Hialeah Construction, Architecture and Design Academy, payable in equal monthly installments, plus payment of insurance and utilities. The Tenant is responsible for any other taxes, including, but not limited to, sales tax on rental receipts, intangible taxes, excise and use taxes, unless tax-exempt. The Landlord shall insure the building and furniture, but Tenant is responsible to insure the contents. If the Landlord sends a notice to pay rent to the Tenant, at an address other than stated in Article 22, the Landlord must send such notice by certified mail, return receipt requested and obtain a signed receipt as proof of service.

4. **Usage Fee.** Tenant shall pay the Landlord at the address set forth in section 22 hereof, or to such other person or such other place as directed from time to time by notice to Tenant from Landlord, in addition to the base monthly rent, an annual usage fee for the use of city services and park facilities, in equal monthly installments with the balance due as the last payment, as follows: \$ 88,580.00 for the first year, not to exceed \$91,237.40 for the second year (representing a 3% increase from the previous year) and not to exceed \$93,974.52 for the third year (representing a 3% increase from the previous year). The fee shall be prorated in the first year between the two charter schools, the Hialeah Educational Academy ("HEA") and the City of Hialeah Construction, Architecture, and Design Academy "CAD") based on numerical estimates of student enrollment, as follows: HEA—responsible for the payment of 80% of the usage fee and CAD—responsible for the payment of 20% of the usage fee. The proration for the

second and third year for this lease will be determined each year by HEA and CAD, with 30 days advance notice in writing to the City prior to the conclusion of each lease year.

5. **Use of Premises:** The use of the premises shall be for the operation of a charter school managed by the Tenant according to the provisions of the Charter Management Agreements by and between the City of Hialeah Charter School Oversight Committee and Academica Dade LLC for the HEA and CAD.

6. **Utilities:** With the exception of outdoor illuminations and the maintenance of all exterior areas and parking areas, Tenant shall pay any and all charges for illumination, trash removal, garbage collection, telephone, electricity, gas, water, sewage disposal and other utilities used on the Premises directly to the providers of same promptly as and when due, including, but not limited to, any and all required fees and deposits for service. Tenant is only required to pay its proportionate share of Utilities under section 5, Taxes and Insurance under section 6 and maintenance and repair under section 8 related to the Premises. Where possible, such utilities, taxes, insurance, maintenance and repair costs will be metered or billed separately for the Premises and paid by the Tenant.

Tenant shall have the right to contest any utility, tax, insurance, maintenance or repair charge but while doing so, will be required to make such payment or file such application as to prevent a default or delinquency in payment of such matter from occurring.

7. **Taxes and Insurance:** Tenant shall pay to Landlord as Additional Rent all sales, use or excise taxes imposed, levied or assessed against the rent or any other charge or payment imposed by governmental authority other than real estate taxes. Sales tax, if applicable, shall be paid each month concurrently with the rental payment. Tenant shall pay such other amounts to Landlord within 30 days of delivery of the tax bill to Tenant. If the Tenant is tax-exempt, the Tenant shall provide proof of the tax exemption. The Tenant is responsible for payment of insurance as provided in Article 17.

8. **Maintenance and Repair.** Tenant shall at all times, and at Tenant's expense, maintain the Premises in a clean, orderly, tenantable and sanitary condition, and including the maintenance of a pest, termite and organism extermination service for the Premises. Tenant shall return the Premises at the end of the Term in good order and repair, reasonable wear and tear excepted. Tenant shall arrange and pay for garbage pickup from the Premises as approved by the City of Hialeah Superintendent of Solid Waste. Landlord's obligation shall be to keep the Parking Areas and Building structurally sound, including maintenance and repair of exterior walls, structural support and foundation, glass windows, doors, heating, permanent interior walls, ventilation and air conditioning, plumbing, electrical and sewage facilities, and to maintain the roof of the Premises free from leaks and in watertight condition except that Landlord shall not be responsible to make any such repairs made necessary by any act or neglect of Tenant or any person invited or employed by, or under the control of, Tenant. Landlord shall service and maintain all parking areas, outdoor lighting, exterior surfaces, including painting, and green areas and landscaping. The Tenant shall replace, repair and maintain equipment and appliances that are not affixed to the premises such as the food warmers, moveable stove and any moveable

refrigerator, etc. The Tenant shall perform basic maintenance of the interior, including painting, cleaning, security alarm system, floor maintenance, etc.

9. **Access to Premises.** Tenant shall permit Landlord, and Landlord's agents and independent contractors, during customary business hours and upon reasonable advance notice to the Tenant, or at any time which Landlord reasonably deems an emergency situation, to enter the Premises for (i) the purpose of making inspections and repairs, or (ii) exhibiting the Premises for lease, appraisal, sale or mortgage, which right of Landlord shall include, within six months prior to the end of the term, the posting of any sign to such effect.

10. **Prohibition against Assignment and Sublease.**

(a) Tenant shall not be permitted to sublet the premises. Tenant shall neither transfer nor assign this Lease without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Tenant shall be allowed to transfer or assign this lease to a subsidiary, parent, or other entity related by Tenant by affiliation or merger, upon prior written notification of the Landlord.

(b) In the event of a permitted assignment of this Lease, Tenant shall remain fully liable and shall not be released from Tenant's obligations hereunder if any assignee or subtenant fails to fully and faithfully perform each and every of Tenant's covenants herein contained, including without limitation, the payment of Base Rent and any Additional Rent as and when due.

11. **Environmental Condition of the Premises.**

(a) The Landlord shall hold the Tenant harmless from any existing contamination of the property, or any contamination of the leasehold caused by adjacent tenants.

(b) Tenant covenants and agrees that it shall not cause or permit any hazardous substances to be generated, used, treated, stored, released or disposed of in or about the Premises without the Landlord's prior written consent. Tenant agrees to comply with all applicable laws, rules and regulations relating to such use and storage. Tenant further covenants and agrees that, anything contained in the Lease to the contrary notwithstanding, it will indemnify the Landlord for any loss, cost, damage, liability or expense (including without limitation, reasonable attorney's fees), as well as environmental impairment damages that Landlord may incur because of Tenant's failure to comply with the provisions of this paragraph. Hazardous Substances shall mean and refer to (i) all those substances, elements, materials, compounds or wastes defined or classified as hazardous or restricted under (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations, (B) the Resource Conservation and Recovery Act of 1976, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations, (C) the Toxic Substances Control Act, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations; and (ii) petroleum products, including without limitation, waste oils; and (iii) "Asbestos" as defined in 29 CFR Sec. 1910.1001 et seq. (or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as

amended from time to time, and the regulations promulgated (thereunder); and (iv) "PCB's" as defined in 40 CFR Sec. 761 et seq., and "TCDD", as defined in 40 CFR Sec. 775 et seq. (or in either case analogous regulations promulgated under the Toxic Substances Control Act, as amended from time to time); and (v) any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the Environmental Protection Agency or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued or promulgated.

12. **Condition of premises.** Tenant shall accept the interior of the building on the Premises AS IS, in the condition of the Premises at the commencement of the Lease, except as provided otherwise in the Lease, excepting Landlord's work on Exhibit "A".

13. **Rules and Regulations.** Tenant shall abide by and comply with all laws, ordinances and regulations enacted by those governmental entities, whether federal, state or municipal, having jurisdiction over the property or the Premises or the activities to be conducted thereon. Tenant shall neither permit nor commit any immoral or unlawful practice or act in or upon the property or the Premises.

14. **Signs, Awnings, Canopies, Fixtures, and Alterations.** Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, shades or awnings or make any changes to the front of the building without first obtaining Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. All work must comply with applicable building code, zoning or other governmental requirements. Tenant will not place or permit to be placed or maintained on any exterior door wall or window of the Leased Premises any sign, awning or canopy, or advertising or other matter without first obtaining Landlord's written approval and consent which shall not be unreasonably withheld. Subject to Landlord's consent, Tenant may, at its expense, install an exterior sign, in form and design reasonably acceptable to Landlord which sign will advertise Tenant's name or type of business. Such sign shall conform to all applicable building code, zoning or other governmental requirements and shall permit advertising of the business.

15. **Tenant's property.** The Landlord agrees that all of the Tenant's fixtures, coolers, refrigerators, machinery and equipment designated by the Landlord and Tenant, as well as all alterations, decorations, additions or improvements which have been or will be made at the expense of Tenant and which are removable without causing material damage to the Premises, shall at all times be and remain the property of Tenant and may be removed by Tenant at any time during the term, or at the end of the term, of the Lease. Notwithstanding the above, all furniture and other capital expenditures purchased by the Landlord shall remain the property of the Landlord and shall not be removed from the premises at any time during the term of the Lease without the consent of the Landlord. However, Tenant shall repair any and all damage to the Premises due to such removal.

16. **Indemnity.** Tenant agrees to indemnify, defend and save and hold Landlord, and the Landlord's, employees, directors, officers, agents, independent contractors, attorneys,

successors and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorney's fees and court costs through trial or administrative proceeding and on appeal) arising from or in any way connected with any negligent acts, omissions or neglect of Tenant, or any of Tenant's agents, licensees, representatives, successors or assigns, including but not limited to any Default (hereinafter defined in section 25), or any death, personal injury or property damage occurring in, on or about the Premises except where Landlord was negligent or commits an intentional act. In regard to any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities which arise from the joint or concurrent negligence of Landlord and Tenant, each party shall assume responsibility in proportion to the degree of its respective fault. Landlord agrees to indemnify, defend and save and hold harmless Tenant, to the extent permitted by section 768.28, Florida Statutes, and the Tenant's employees, directors, officers, agents, independent contractors, attorneys, successor and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorney's fees and court costs through trial or administrative proceeding and on appeal) arising out of or in any way connected with any negligent acts, omissions or neglect of Landlord, or any of Landlord's agents, licensees, representatives, successors or assigns, or any death, personal injury or property damage occurring in, on or about the Premises except where Tenant was negligent or commits an intentional act. In regard to any and all claims, demands, suits, actions, proceedings, judgment, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities which arise from the joint or concurrent negligence of Tenant and Landlord, each party shall assume responsibility in proportion to the degree of its respective fault.

17. Insurance.

(a) Tenant shall maintain at all times during the term of this Lease, public liability insurance protecting Landlord and Tenant which includes Landlord and Tenant as a named insured, against any and all claims for injury and damage to persons or property or for the loss of life or property occurring in, on or about the land arising out of the act, negligence, omission, nonfeasance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees and invitees. Such liability insurance shall be carried in a minimum amount of not less than One Million (\$1,000,000.00) Dollars per occurrence and not less than Three Million (\$3,000,000.00) Dollars in the aggregate for combined single limit for bodily injury or death to any one person or any number of persons. All such policies shall be issued by companies of recognized responsibility licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Landlord and Tenant are given at least thirty (30) days prior written notice of such cancellation or modification. Tenant shall provide Landlord certificates showing such insurance to be in place. The Landlord shall be named as an additional loss payee on all insurance policies. Landlord shall maintain, at all times, property damage, fire and windstorm insurance on the property.

(b) Insurance for fire and extended coverage insurance, worker's compensation, automobile insurance and other insurance prerequisites are set forth in the above-referenced Charter School Management Agreement adopted by reference herein. Tenant agrees to provide insurance that satisfies the minimum requirements of the City of Hialeah, acceptable to the Risk

Manager, and maintain such coverages at all times and provide certificates of insurance to the Landlord, including any and all renewals. If the use and occupation of the Leased Premises by the Tenant causes any increase of premium for the fire, boiler and/or casualty rates of the Leased Premises of any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, the Tenant shall pay the additional premium of the fire, boiler and/or casualty insurance policies by reason thereof.

18. **Damage to Premises.** If the Premises shall be destroyed or damaged by fire, windstorm, civil disturbance or other casualty during the Term so that the same shall be rendered untenable, Landlord, at Landlord's expense, shall repair or rebuild the premises within 180 days from the date the insurance proceeds are available. If the Premises are not rebuilt or repaired within such time, it shall be the option of the Tenant to terminate this Lease. If the Tenant decides not to cancel during the time period that the Premises remains untenable, then the term of the Lease shall be extended for such time period until repairs or restoration is completed. Landlord shall not be required to complete repairs or restoration until insurance proceeds are available. During any period in which the Premises is rendered untenable for 30 or more consecutive days, then, during any time when the Premises is so rendered untenable, Tenant shall not be obligated to pay rent. Rent shall commence when the Landlord has made the Premises tenantable and the term of the Lease shall be extended for a period of time equal to the length of time the premises were rendered untenable.

19. **Risk of Personal Property.** Except where damages to Tenant's personal property are caused by or due to the gross negligence or intentional acts of the Landlord, all of Tenant's personal property placed upon, or moved into, the Premises shall be at the sole risk of Tenant, and Landlord shall not be liable (i) for any damage to any such personal property, or to Tenant or any third party, arising from the bursting or leaking of water pipes or from any other act or (ii) for the negligence of any cotenant or other occupant(s) of the Premises. Tenant shall pay all taxes assessed against the personal property of Tenant, if applicable.

20. **Condemnation.** If all or any portion of the premises shall be taken except temporarily, by any condemnation or eminent domain proceedings, this Lease shall terminate on the effective date of the final judicial order of taking. Landlord shall be entitled to all awards for such taking.

21. **Quiet Enjoyment.** Upon payment by Tenant of the monthly Rent, if applicable, and any Additional Rent as and when due, and upon the faithful observance and performance of all of Tenant's covenants herein contained, Tenant shall peaceably and quietly hold and enjoy the premises for the Term without hindrance or interruption by Landlord, or by any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to all of the provisions and conditions of this Lease.

22. **Notices.** All notices or other communications made pursuant to this Lease shall be in writing and shall be deemed to have been duly given upon the delivery, by United States certified mail, return receipt requested postage prepaid, or upon hand delivery with a receipt for same addressed as follows:

If to Tenant:

City of Hialeah Education Academy, Inc. c/o
Fernando J. Zulueta under management contract
Academica Dade LLC
6361 Sunset Drive
Miami, Florida 33143

or such other address as so designated.

If to Landlord:

City of Hialeah
Mayor
501 Palm Avenue, 4th Floor
Miami, Florida 33010

or such other address as so designated.

23. **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or other reason of a similar nature, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period of such delay. the provisions of this section shall not operate to excuse the Tenant from the prompt payment of rent, additional rent or other payments required by the terms of this Lease.

24. **Discharge of Liens by Tenant.** Landlord shall not be subject to liability under the Florida Mechanic's Lien Law. Tenant shall strictly comply with the Florida Mechanic's Lien Law, Chapter 713, Florida Statutes. If a mechanic's claim of lien is filed against the property in connection with any work performed by or on behalf of the Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. If the Tenant fails to satisfy or transfer such claim within the 10-day period, Landlord may thereafter charge the Tenant, as additional rent, all costs incurred by the Landlord with regard to the satisfaction or transfer of such claim and further, Tenant agrees to indemnify, defend and save the landlord harmless from and against any damage or loss incurred by the Landlord resulting from such claim. The security deposit may be used by the Landlord for the satisfaction or transfer of any mechanics' claim of lien. The section shall survive the termination of the Lease.

25. **Events of Default.** If Tenant shall (i) fail to pay to Landlord within 30 days after the same is due the Base Rent or any Additional Rent, after written notice is given, or (ii) file a voluntary petition in bankruptcy or reorganization, or make any assignment for the benefit of creditors, or seek any similar relief under any present or future statute, law or regulation relating to relief of debtors, or (iii) be adjudicated a bankrupt or have any involuntary petition in bankruptcy filed against it, or (iv) fail to keep and perform any one or more of the covenants and conditions herein contained and continuance of such failure for 30 days after written notice

thereof to Tenant, or in the event that such failure is non-monetary and cannot reasonably be cured within 30 days and Tenant is diligently pursuing curing such failure; then continuance of such failure beyond the time that it should reasonably take to cure the same with diligent effort then and in any of such events, Tenant will be deemed to be in default under this Lease. If Tenant shall be in Default, Landlord will have any and all rights and remedies which the laws of Florida confer upon a Landlord against a Tenant in breach or default of a lease including, without limitation, the right to terminate this Lease and bring a lawsuit for Monthly Rent and any Additional Rent then past due and seek all available equitable remedies, including injunction.

26. **Remedies Cumulative.** Landlord's remedies under this Lease are cumulative, and the election of any right or remedy by Landlord shall not be deemed a waiver of any other right or remedy of Landlord under this Lease or otherwise.

27. **Termination.** Either party shall have the right to terminate this Lease without cause, upon 180 days written notice to the other party or sooner if the written notice coincides with the end of the school year but in no event before the expiration of one year.

28. **Radon Disclosure.** The following notification is required to be included in all rental agreements for any building subsequent to January 1, 1989, pursuant to Florida Statutes § 404.065(B) (1988). Radon is a naturally occurring radioactive gas that when it accumulates in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

29. **Conflict of Interest Laws.** Landlord is aware of the conflict of interest laws of the Tenant, particularly City of Hialeah, Florida, Hialeah Code, Ch. 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq.; and the State of Florida, Chapter 112, Part III, Florida Statutes, and agrees that it shall fully comply in all respect with the terms of said laws. Tenant covenants that to the best of its knowledge no person who presently exercises any functions or responsibilities on behalf of the Landlord [City] in connection with this Agreement has any personal financial interests, direct or indirect, with Tenant. Tenant further covenants that, in the performance of this Lease, no person having such conflicting interests shall be employed or hired. Any such interests on the part of the Tenant or its employees must be disclosed in writing to the Landlord [City]. Tenant warrants that it has not knowingly employed or retained any person employed by the Landlord [City] to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Landlord [City] any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

30. **Entire Agreement.** This Lease contains the complete, exclusive and entire agreement between Landlord and Tenant regarding occupation of the Premises and lease of the Premises, and supersedes any and all prior oral and written agreements between Landlord and Tenant regarding such matters. This Lease may be modified only by an agreement in writing signed by both Landlord and Tenant.

31. **Severability.** If any covenant or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such covenant or provision to persons or circumstances (other than those as to which it is held invalid or unenforceable) shall not be affected thereby, and each and every other such covenant and provision of this Lease or portion thereof shall be valid and be enforced to the fullest extent permitted by law.

32. **Benefits: Binding Effect.** This Lease shall be binding upon and inure to the benefit of the successors of Landlord and Tenant, and the assigns of Landlord and permitted assigns of Tenant, and shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation that may arise in connection with this Lease or the Premises shall be in Dade County, Florida. Tenant further agrees to be subject to the in personam jurisdiction of the federal or state courts located in Miami-Dade County, Florida and be amenable to service of process.

33. **No Waiver.** The failure of Landlord to insist on the performance or observance by Tenant of any one or more conditions or covenants of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such covenant or condition, and Tenant's obligation with respect to such future performance shall continue in full force and effect.

34. **Gender.** The terms Landlord and Tenant as herein contained shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, the heirs, successors, executors, administrators, personal representatives and/or assigns, wherever and whenever the context so requires or admits.

35. **Captions.** The captions of the various paragraphs of this Lease have been inserted for the purposes of convenience only. Such captions are not a part of this Lease and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Lease.

36. **Counterparts.** This Lease may be executed in several counterparts, all of which shall constitute one and the same Lease between Landlord and Tenant.

37. **Recording.** Tenant shall not record this Lease or any memorandum thereof without the written consent and joinder of Landlord.

38. **Attachments.** Exhibit A that is attached to this Lease is a part of this Lease and incorporated by reference thereto as if fully set forth herein.

39. **Non-disturbance.** The Landlord covenants that as long as the Tenant is not in default, its rights to occupancy under the Lease will not be disturbed by the Landlord, its successors or assigns.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed by the respective officials thereunto duly authorized on the days set forth below.

LANDLORD:
CITY OF HIALEAH, FLORIDA
501 Palm Avenue/P.O. Box 11-0040
Hialeah, Florida 33011-0040

Authorized signature on behalf of
the City of Hialeah, Florida

Attest:

David Concepcion
Acting City Clerk (SEAL)

Mayor Carlos Hernandez Date

Signed, sealed and delivered in the presence of:

Witness
Printed/Typed Name: _____

Witness
Printed/Typed Name: _____

Approved for legal sufficiency and form:

William M. Grodnick, City Attorney

TENANT:
CITY OF HIALEAH EDUCATION ACADEMY, INC.
a Florida not for profit corporation
2590 West 76 Street
Hialeah, Florida 33016

Authorized signature on behalf of
City of Hialeah Education Academy, Inc.

By: _____
Mayor Carlos Hernandez Date
As President

(SEAL)

Witness
Printed/Typed Name: _____

Witness
Printed/Typed Name: _____



Somerset Academy Elementary (Eagle Campus)
Somerset Academy Middle (Eagle Campus)
Somerset Academy High School (Eagle Campus)

Meeting of the Board of Directors
June 25, 2012

Board of Directors

Andreina Figueroa (*Chair*)
Lourdes Marrero (*Secretary & Vice-Chair*)
Daniel Diaz (*Treasurer*)
Angie Hui Fang Su
David Concepcion
Shawn Ashley

Agenda

-
1. Meeting Call to Order & Establish a Quorum
 2. Public Comment
 3. Consent Agenda

All items listed with letter designations are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member or Member of the Public so requests, in which case the item(s) will be removed from the consent agenda and considered along with the regular order of business.

- a. Approval to adopt the Minutes from the May 14, 2012 Meeting of the Board of Directors of Somerset Academy Eagle Campus.
 - b. Approval to re-appoint the following Board Member terms for the 2012-13 School Year:
 - i. Andreina Figueroa (*Chair*)
 - ii. Lourdes Marrero (*Secretary & Vice-Chair*)
 - iii. Daniel Diaz (*Treasurer*)
 - iv. Angie Hui Fang Su
 - v. David Concepcion
 - vi. Shawn Ashley
 - c. Ratify the Approval to access a per student charge by Pinecrest, Inc., commencing 2011-12, for system-wide curriculum and accreditation support not to exceed \$25 per student. The amount will only be billed to an individual Somerset Charter School if it is projecting a budget surplus after the charge is assessed.
 - i. The Somerset Academy, Inc. Board of Directors approved this item on June 13, 2012
 - d. Ratify the approval to adopt the 2012-13 Somerset Academy, Inc. Wellness Policy
 - e. Ratify the approval for all Somerset Academy, Inc. Schools to apply and participate in the Florida High School Athletic Associate (FHSAA); further approving to accept the FHSAA bylaws.
4. Action & Discussion Items
 - a. Approval to adopt the Board Meeting Schedule and Parent Liaisons for the 2012-13 School Year

- b. Somerset Academy High School (Eagle Campus)
 - i. Approval to appoint Mr. Tunji Williams as Principal
 - ii. Approval to Adopt the 2012-13 Proposed Annual Budget & Capital Outlay Plan
 - iii. CSP Grant Approval
 - c. Principal Report (*Mr. Tunji Williams*)
5. Other Items by Board Members, Staff, or Academica
6. Adjourn Meeting



**Somerset Academy Elementary (Eagle Campus)
Somerset Academy Middle (Eagle Campus)**

**Meeting of the Board of Directors
May 14, 2012**

Florida Members

Andreina Figueroa (*Chair*) (Absent)
Lourdes Marrero (*Secretary & Vice-Chair*) (Present)
Daniel Diaz (*Treasurer*) (Absent)
Angie Hui Fang Su (Present)
David Concepcion (Absent)
Shawn Ashley (Present)

Minutes

-
1. Meeting called to order by Vice-Chair & a quorum was established
 2. Public Comment
 - a. There were no public comments at this time.
 3. Action & Discussion Items
 - a. **APPROVED:** The Board unanimously approved to adopt the Minutes from the January 27, 2012 Meeting of the Board of Directors of Somerset Academy Eagle Campus as written.
Motion by Shawn Ashley; Second by Angie Hui Fang Su
 - b. Financial Report (Ms. Ana Martinez, CFO Academica Corporation)
 - i. **APPROVED:** The Board approved to receive and file the Quarterly Financial Statements for the period ending March 31, 2012 for the individual schools.
 - ii. **APPROVED:** The Board approved to adopt the revised 2011-12 Annual Budgets and the Proposed 2012-13 Annual Budgets & Capital Outlay Plans for the individual schools.
 1. Elementary School
 - a. Several grants are included on the current year budget; including an Implementation Grant, Landlord Grant, and Academica Grant
 - b. Last year's surplus will absorb this year's predicted deficit
 - c. Tunji expects enrollment to be approx. 340; Ana Martinez stresses that the elementary needs to be at 430; she offers the assistance of Lynn Norman and Angelia Howell to assist with recruitment efforts.
 2. Middle School
 - a. Several grants are included in the current year budget
 - b. Proposed budget reflects an additional 140 students (250 total); this amount can be combined between the middle and the high; Ms. Martinez stresses to not hire any additional teachers / staff until a firm enrollment count is known.
 - iii. **APPROVED:** The Board unanimously approved to ratify the approval of Gravier and Associates as the audit firm for all Somerset Academy, Inc. charter schools, including those located in Duval County. Somerset Academy, Inc. approved to re-enter into an (up to five year) agreement with Gravier and Associates at their Board of Director's meeting on May 11, 2012.
Motion by Shawn Ashley; Second by Angie Hui Fang Su

- c. Principal Report (*Mr. Tunji Williams*)
 - i. Tested 100% for 2011-12 FCAT; feel that they did well; anticipating the release of the scores
 - ii. Enrollment efforts; currently at 400 students
- 4. Other Items by Board Members, Staff, or Academica
 - a. **APPROVED:** The Board unanimously approved the Somerset Academy High School Eagle Campus charter school contract with Duval County Public Schools. The Board further authorized the Chair to execute said agreement.
Motion by Shawn Ashley; Second by Angie Hui Fang Su
 - b. Dr. Su recommends that the school find a "nitch" similar to what BASE in San Antonio is using.
- 5. Meeting adjourned

The undersigned hereby certifies that he/she is an Officer and/or Director of SOMERSET ACADEMY, INC. a not-for-profit corporations organized and existing under the laws of the State of Florida, and that the above is a true and correct copy of the meeting minutes of the Board of Directors of said corporation.

The minutes were adopted by the Board of Directors at a meeting held on June 25, 2012.

SOMERSET ACADEMY, INC.
A Florida not-for-profit corporation

By: _____

Date: _____



**BOARD OF DIRECTORS
MEETING DATES FOR 2012 - 2013**

The following are the dates in which the Board of Directors for Somerset Academy Eagle Campus Elementary & Middle School will be meeting:

**September 10, 2012
December 3, 2012
March 4, 2013
May 20, 2013**

Please note that all meetings are scheduled to begin at **11:00 am EST** unless otherwise noted. All meetings shall be held at 8985 Lone Star Road, Jacksonville, Florida 32211 (unless otherwise noted or announced); all meeting locations are open for the public to attend.

Somerset Academy, Inc, a non-profit organization, will comply with chapter 119 of the Florida Statutes, relating to public records, and s. 286.011, relating to public meetings and records, public inspection, and penalties the Florida Statutes relating to public records and public meetings.

Please note that these dates are only proposed meeting dates and times. In the event that the date must be changed a notice will be posted on each campus no later than 5 days prior to the meeting.

Anyone who wishes to add an item to the agenda must file a written request with the corporation no less than 5 days before the meeting date. All requests may be delivered to the school Principal or e-mailed to kmallon@academica.org.

Parent Liaisons

(The below mentioned persons are available to assist parents and others with questions and concerns, and resolve disputes)

Somerset Academy Eagle Campus – Shawn Ashley
Somerset Academy Eagle Campus Middle School – TBD

Please contact your school Principal or Maggie Fresen at (305) 669-2906 for contact information of your respective parent liaison.

**Somerset Academy Eagle Campus - Elem
2012-13 BUDGET**

REVENUE		Budget
4100 - Capital Funds		107,500
4101 - Florida School Recognition Prog		
4150 - Interest on Capital Outlay Fund		1,197,120
4200 - District funding (Oct FTE)		1,197,120
4200 - District funding (Feb FTE)		
4200 - Title I		
4505 - Teacher Lead Program		
4600 - Grant from Academics		
4600 - Grant from Landlord		
4600 - Grant		
TOTAL REVENUE		2,501,740
EXPENSES		
Salaries and Benefits		
100 - Salaries		76,143
TA		28,360
Office Staff		20,723
ESE		
Title I		
Instruc. Supp.		802,832
Instructional		17,021
Special Areas		104,040
Administrative		31,960
Administrative Support		11,942
Security		16,134
Tutoring (does not include Church Donation \$7500 and parents \$6,300)		12,000
Subs		2,000
Supplements		15,280
Retirement		285,000
200 - Employee Benefits		1,423,435
Total Salaries and Benefits		
Purchased/Contract Services		
310 - Professional/Technical Services		219,000
320 - Insurance and Bond Premiums		21,000
330 - Travel		3,500
350 - Repairs and Maintenance		20,000
350 - Repairs and Maintenance (cleaning & landscape contract (new blog))		33,575
390 - Other Purchased Services (Police, moving, Security, etc)		7,500
Total Purchased/Contract Services		304,575
Rent and Utilities		
360 - Rent (Lone Star 17.8% of FTE (108 students @ lonestar site) or \$172,978min)		172,978
360 - Rent (New Facility \$225,000 less \$8k/mos for first yr)		225,000
360 - Misc. Rentals		3,500
370 - Communications		20,000
380 - Public Service Utility		28,800
Total Rent and Utilities		450,278
Materials & Supplies		
510 - Supplies		50,000
Total Materials & Supplies		50,000
Other		
730 - Dues and Fees		0
720 - Interest Expense		8,000
790 - Miscellaneous Expense		1,200
Total Other		9,200
TOTAL EXPENSES		2,237,488
Net Ordinary Income		264,252
Other Income		
Lunch		122,000
Donation		0
Loan		0
Donation Faith Christian Center for LEAP		0
Total Other Income		122,000
Other Expense		
Lunch		90,000
Lunch Salary		89,353
Total Other Expense		179,353
Net Other Income/(Loss)		(57,353)
NET INCOME BEFORE DEPRECIATION		206,899
780 - Depreciation Expense		135,000
Net Income After Depreciation		71,899
Add Back Depr		135,000
Write off Capitalization		(100,000)
Net Cash Flow (Modified Accrual)		106,899

Average Allocation Per Student \$	5,568	
Total Students (Oct FTE's)	430	200 add'l students
Total Students (Feb FTE's)	430	
Capital Outlay Allocation Per Student \$	250	

**Somerset Academy Eagle Campus - Middle
2012-13 BUDGET**

REVENUE		Budget
4100 - Capital Funds		81,250
4101 - Florida School Recognition Prog		-
4150 - Interest on Capital Outlay Fund		-
4200 - District funding (Oct FTE)		625,000
4200 - District funding (Feb FTE)		625,000
4200 - Title I		
4505 - Teacher Lead Program		
4600 - Grant Academica		
4600 - Grant IMP		
TOTAL REVENUE		1,331,250
EXPENSES		
Salaries and Benefits		
100 - Salaries		37,476
	TA	13,346
	Office Staff	9,752
	ESE	
	Title I	
	Media Asst	
	Instructional	481,025
	Special Areas	8,010
	Administrative	48,960
	Administrative Support	15,040
	Security	5,620
	Tutoring	16,134
	Subs	7,000
	Supplements	12,000
	Retirement	7,868
		165,000
200 - Employee Benefits		
Total Salaries and Benefits		827,231
Purchased/Contract Services		
	310 - Professional/Technical Services	144,500
	320 - Insurance and Bond Premiums	15,000
	330 - Travel	2,500
	350 - Repairs and Maintenance	10,000
	390 - Other Purchased Services (Police, moving, Security, etc)	3,000
Total Purchased/Contract Services		175,000
Rent and Utilities		
	360 - Rent (minimum rent \$89,000 or 17.8% of FTE)	91,126
	360 - Misc. Rentals	1,500
	370 - Communications	15,000
	380 - Public Service Utility	150
Total Rent and Utilities		107,776
Materials & Supplies		
	510 - Supplies	70,000
	520 - Workbooks	16,000
Total Materials & Supplies		86,000
Other		
	730 - Dues and Fees	2,500
	720 - Interest Expense	
	790 - Miscellaneous Expense	48,000
Total Other		50,500
TOTAL EXPENSES		1,246,508
Net Ordinary Income		84,742
Other Income		
	Lunch	-
	Donation from Church	-
Total Other Income		-
Other Expense		
	Lunch	-
	Lunch Salary	-
Total Other Expense		-
Net Other Income/(Loss)		-
NET INCOME BEFORE DEPRECIATION		84,742
	780 - Depreciation Expense	70,000
Net Income After Depreciation		14,742
	Add Back Depr	70,000
	Write off Capitalization	(50,000)
Net Cash Flow (Modified Accrual)		34,742

Average Allocation Per Student \$ 5,000
 250 Total Students (Oct FTE's) 250
 Total Students (Feb FTE's) 250 140 new students
 Capital Outlay Allocation Per Student \$ 325

**CITY OF HIALEAH
CITY ATTORNEY'S OFFICE
MEMORANDUM**

To: Carlos Lopez, Acting Purchasing Director
VIA Edith Galloza

From: William M. Grodnick, City Attorney *Wmg*

Date: May 30, 2012

Subject: Lease Agreement
State of Florida
K-2012-100

3 2 1

- _____ a. The above-referenced agreement/contract has received initial Law Department approval subject to the following:
- _____ b. Subject to revisions and/or corrections as noted on attached copy.
- _____ ✓ c. Proper execution by the parties:
- _____ If a Corporation: ☐ Corporate resolution and Corporate SEAL ☒ Signature by authorized Corporate Officer, attested to by Corporate Secretary with Corporate SEAL affixed thereto).
- _____ If not a Corporation: ☐ Signature of contracting party ☐ Signature of two (2) individual witnesses.
- _____ ✓ d. Copy of authorization by Mayor and/or City Council. *Place ordinance on City Council agenda for 1st reading June 12th*
- _____ e. Review and approval by the Risk Manager.
- _____ f. Final review and approval by the City Attorney.
- _____ g. Attachment of all the necessary exhibits (i.e., those exhibits referred to within the agreement/contract).
- _____ ✓ h. All original documents are being returned to you herewith.
- _____ i. Return a copy of this cover memorandum with your revisions and/or attachments.
- _____ ✓ j. The above-referenced agreement/contract has been executed as to legal sufficiency and legal form.
- _____ ✓ k. Obtain the Mayor's signature (must be attested to by City Clerk, with the City SEAL affixed. *after ordinance is signed*
- _____ l. The City Clerk must retain one original document for City records.
- _____ m. A fully executed copy of the signature page must be returned to the City Attorney's Office, with the above-referenced K# reflected thereon. *5/31/12*
1. Received by Law Dept. on _____. Sent to *Purchasing* on *5/31/12*
2. Sent from _____ on _____ Received by Law Dept. on _____
Sent to _____ on _____ Received by _____ on _____
3. Sent from _____ on _____ Received by Law Dept. on _____
Sent to _____ on _____ Received by _____ on _____
4. Sent from _____ on _____ Received by Law Dept. on _____
Sent to _____ on _____ Received by _____ on _____